pose that an unqualified duty rested on the employer to discharge the several duties mentioned.

ROLLER *v.* PAUL et al.

Nov. 22, 1906.

[55 S. E. 558.]

Receivers—Purchase of Claims by Receiver—Credit against Funds.—Where a receiver of funds arising out of the sale of real estate of a debtor against whom a general creditor's suit has been brought buys up the claims against the debtor, he cannot require payment for the face value of the claims, but can only recover such sum as he paid for them.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 42, Receivers, § 190; vol. 22, Executors and Administrators, §§ 467, 761.]

Same.—A receiver of funds arising out of the sale of real estate of a debtor was required to place the funds at interest, taking good security therefor, so as to have the same forthcoming when required by any decree subsequently rendered. The receiver did not invest the funds but the same remained in his hands to the time of an application for the settlement of his accounts. The receiver, subsequent to his appointment, purchased claims against the debtor for a sum less than their face value. Held that, as the beneficiaries of the funds were entitled to interest on the funds, and to profits arising from the purchase of the claims, they were not required to elect whether they would take interest or profits.

Same—Attorneys' Fees—Allowance.—A receiver of funds arising out of the sale of real estate of a debtor was required to invest the same. The claims asserted against the debtor were satisfied and a balance was left in the hands of the receiver. There was litigation over the funds in the hands of the receiver, who represented claims opposed in interest to the debtor entitled to the balance. Held, that the receiver was not entitled to an allowance for attorneys' fees out of the balance, since no services inured to the benefit of the debtor entitled thereto.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 42, Receivers, § 184.]

Same—Interest—Simple Interest.—Code 1887, § 3409 [Va. Code 1904, p. 1811] makes a receiver liable for moneys coming into his hands, and for interest thereon on his failing to invest the same. A receiver of funds arising out of the sale of real estate of a debtor was required, by the court appointing him, to invest the funds. The receiver did not invest them, but the same remained in his hands to the time of the application for the settlement of his accounts. Held, that the receiver was chargeable only with simple interest on the funds, notwithstanding section 3413 [Va. Code 1904, p. 1812] de-

claring that the interest on all loans to individuals under an order of the court shall become payable on the 1st day of January next after the making of the loan, and annually on the 1st day of January of each succeeding year, until the principal is paid, and unless the principal be paid when due, compound interest shall be charged thereon.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 42, Receivers, § 189.]

SHENANDOAH LAND & ANTHRACITE COAL CO. *v.* CLARKE.

Nov. 22, 1906.

[55 S. E. 561.]

Evidence — Parol Evidence — Written Contract — Explanation. — Where the meaning of a written contract is obscure, evidence of the acts of the parties under it, and what was said and done at the time it was executed, is admissible to show the parties' intent, and to explain the meaning of the contract.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 20, Evidence, §§ 2129-2132.]

Logs and Logging—Sale of Standing Timber—Reservation in Deed —Construction—Reservation.—Defendant, on September 27, 1853, executed a deed to mountain land, supposed to contain minerals, to complainant's grantor, reserving all timber on the tract. The grantee purchased the land for the minerals, intending to develop its mineral resources. After the deed was delivered, it was discovered that the grantee had no right to timber necessary for mining operations, whereupon, on September 29, 1853, a clause was written on the deed below the signatures, signed and sealed by the grantor and his wife, that the extent of the reservation was only intended to allow the grantor the privilege of cutting and removing such timber from the land as he might want from time to time, but that it was not intended to prevent the grantee and his assigns from also cutting and using whatever timber he might want from time to time. On March 17, 1875, the lands were conveyed to complainant company, which made no objection to the removal of timber by the original grantor, until suit was brought to restrain such acts in 1906. Held, that the reservation of the grantor's title to and right to remove the timber were not affected by such added clause, except so far as was necessary to enable complainants to take timber for mining operations.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 33, Logs and Logging, § 9.]